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9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11  
12 JONATHAN RETTA, KIRSTEN  
SCHOFIELD, and JESSICA  
13 MANIRE, on Behalf of Themselves  
and All Others Similarly Situated,

14 Plaintiffs,

15  
16 v.

17 MILLENNIUM PRODUCTS, Inc.,

18 Defendants.  
19 .

Case No. 2:15-CV-01801-PSG-AJW

**STIPULATED PROTECTIVE  
ORDER REGARDING THE  
DISCLOSURE AND USE OF  
DISCOVERY MATERIALS**

Judge: Hon. Andrew J. Wistrich

TAC Filed: October 8, 2015  
Trial Date: Not Set

**DISCOVERY MATTER**

1 Plaintiffs Jonathan Retta, Kirsten Schofield, and Jessica Manire (“Plaintiffs”)  
2 and Defendant Millennium Products, Inc. (“Defendant”) anticipate that documents,  
3 testimony, or information containing or reflecting confidential, proprietary, trade  
4 secret, and/or commercially sensitive information are likely to be disclosed or  
5 produced during the course of discovery, initial disclosures, and supplemental  
6 disclosures in this case and request that the Court enter this Order setting forth the  
7 conditions for treating, obtaining, and using such information.

8 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court  
9 finds good cause for the following Stipulation and [Proposed] Protective Order  
10 Regarding the Disclosure and Use of Discovery Materials (“Order”).

11 **1. PURPOSES AND LIMITATIONS**

12 (a) Protected Material designated under the terms of this Protective  
13 Order shall be used by a Receiving Party solely for this case, and shall not be used  
14 directly or indirectly for any other purpose whatsoever.

15 (b) The Parties acknowledge that this Order does not confer blanket  
16 protections on all disclosures during discovery, or in the course of making initial or  
17 supplemental disclosures under Rule 26(a). Designations under this Order shall be  
18 made with care and shall not be made absent a good faith belief that the designated  
19 material satisfies the criteria set forth below. If it comes to a Producing Party’s  
20 attention that designated material does not qualify for protection under this Order,  
21 the Producing Party must promptly notify all other Parties that it is withdrawing or  
22 changing the designation.

23 **2. DEFINITIONS**

24 (a) “Discovery Material” means all items or information, including  
25 from any non-party, regardless of the medium or manner generated, stored, or  
26 maintained (including, among other things, testimony, transcripts, or tangible  
27 things) that are produced, disclosed, or generated in connection with discovery or  
28 Rule 26(a) disclosures in this case.

1 (b) “Outside Counsel” means (i) outside counsel who appear on the  
2 pleadings as counsel for a Party and (ii) partners, associates, and staff of such  
3 counsel to whom it is reasonably necessary to disclose the information for this  
4 litigation.

5 (c) “Party” means any party to this case, including all of its officers,  
6 directors, employees, consultants, retained experts, and outside counsel and their  
7 support staffs. “Party,” however, does not include any members of the putative  
8 class other than the named plaintiffs in this action (Jonathan Retta, Kirsten  
9 Schofield, and Jessica Manire). Should additional pleadings naming additional  
10 individuals as named plaintiffs be filed, such individually named plaintiffs will also  
11 be included within the definition of “Party” for the purposes of this Order.

12 (d) “Producing Party” means any Party or non-party that discloses  
13 or produces any Discovery Material in this case.

14 (e) “Protected Material” means any Discovery Material that is  
15 designated as “CONFIDENTIAL,” as provided for in this Order. Protected  
16 Material shall not include: (i) advertising materials that have been actually  
17 published or publicly disseminated; and (ii) materials that show on their face they  
18 have been disseminated to the public.

19 (f) “Receiving Party” means any Party who receives Discovery  
20 Material from a Producing Party.

### 21 **3. COMPUTATION OF TIME**

22 The computation of any period of time prescribed or allowed by this Order  
23 shall be governed by the provisions for computing time set forth in Federal Rule of  
24 Civil Procedure 6.

### 25 **4. SCOPE**

26 (a) The protections conferred by this Order cover not only  
27 Discovery Material governed by this Order as addressed herein, but also any  
28 information copied or extracted therefrom, as well as all copies, excerpts,

1 summaries, or compilations thereof, plus testimony, conversations, or presentations  
2 by Parties or their counsel in court or in other settings that might reveal Protected  
3 Material.

4 (b) Nothing in this Protective Order shall prevent or restrict a  
5 Producing Party's own disclosure or use of its own Protected Material for any  
6 purpose, and nothing in this Order shall preclude any Party from showing Protected  
7 Material to an individual who prepared the Protected Material.

8 (c) Nothing in this Order shall be construed to prejudice any Party's  
9 right to use any Protected Material in court or in any court filing with the consent of  
10 the Producing Party or by order of the Court.

11 (d) Nothing in this Order shall be construed to alter the legal burden  
12 of proof or persuasion under applicable law in a motion brought by any Party  
13 related to discovery, confidentiality of Protected Material, or the interpretation of  
14 this Order, consistent with the section of this order titled "Challenging Designations  
15 of Protected Material," below.

16 (e) This Order is without prejudice to the right of any Party to seek  
17 further or additional protection of any Discovery Material or to modify this Order in  
18 any way, including, without limitation, an order that certain matter not be produced  
19 at all.

## 20 **5. DURATION**

21 Even after the termination of this case, the confidentiality obligations  
22 imposed by this Order shall remain in effect until a Producing Party agrees  
23 otherwise in writing or a court order otherwise directs.

## 24 **6. ACCESS TO AND USE OF PROTECTED MATERIAL**

25 (a) Basic Principles. All Protected Material shall be used solely for  
26 this case or any related appellate proceeding, and not for any other purpose  
27 whatsoever, including without limitation any other litigation or any business or  
28 competitive purpose or function. Protected Material shall not be distributed,

1 disclosed or made available to anyone except as expressly provided in this Order.

2 (b) Secure Storage. Protected Material must be stored and  
3 maintained by a Receiving Party at a location in the United States and in a secure  
4 manner that ensures that access is limited to the persons authorized under this  
5 Order.

6 (c) Legal Advice Based on Protected Material. Nothing in this  
7 Protective Order shall be construed to prevent counsel from advising their clients  
8 with respect to this case based in whole or in part upon Protected Materials,  
9 provided counsel does not disclose the Protected Material itself except as provided  
10 in this Order.

11 (d) Limitations. Nothing in this Order shall restrict in any way a  
12 Producing Party's use or disclosure of its own Protected Material. Nothing in this  
13 Order shall restrict in any way the use or disclosure of Discovery Material by a  
14 Receiving Party: (i) that is or has become publicly known through no fault of the  
15 Receiving Party; (ii) that is lawfully acquired by or known to the Receiving Party  
16 independent of the Producing Party; (iii) previously produced, disclosed and/or  
17 provided by the Producing Party to the Receiving Party or a non-party without an  
18 obligation of confidentiality and not by inadvertence or mistake; (iv) with the  
19 consent of the Producing Party; or (v) pursuant to order of the Court.

20 **7. DESIGNATING PROTECTED MATERIAL**

21 (a) Available Designations. Any Producing Party may designate  
22 Discovery Material as "CONFIDENTIAL," provided that it meets the requirements  
23 for such designation as provided for herein. To the extent that any Producing Party  
24 contends that Discovery Material requires additional protections, the parties may  
25 meet and confer at a later date regarding amending this Order to provide for  
26 additional protections.

27 (b) Written Discovery and Documents and Tangible Things.  
28 Written discovery, documents (which include "electronically stored information,"

1 as that phrase is used in Federal Rule of Procedure 34), and tangible things that  
2 meet the requirements for confidentiality under this Order may be so designated by  
3 placing the appropriate designation on every page of the written material prior to  
4 production. For digital files being produced, the Producing Party may mark each  
5 viewable page or image with the appropriate designation, and mark the medium,  
6 container, and/or communication in which the digital files were contained.

7 (c) Native Files. Where electronic files and documents are  
8 produced in native electronic format, such electronic files and documents shall be  
9 designated for protection under this Order by appending to the file names or  
10 designators or metadata information indicating whether the file contains  
11 “CONFIDENTIAL” material, or shall use any other reasonable method for so  
12 designating Protected Materials produced in electronic format. When electronic  
13 files or documents are printed for use at deposition, in a court proceeding, or for  
14 provision in printed form to an expert or consultant, the party printing the electronic  
15 files or documents shall affix a legend to the printed document corresponding to the  
16 designation of the Designating Party and including the production number and  
17 designation associated with the native file. No one shall seek to use in this  
18 litigation a .tiff, .pdf or other image format version of a document produced in  
19 native file format without first (1) providing a copy of the image format version to  
20 the Producing Party so that the Producing Party can review the image to ensure that  
21 no information has been altered, and (2) obtaining the consent of the Producing  
22 Party, which consent shall not be unreasonably withheld. The Party seeking use of  
23 a .tiff or .pdf image of a native file document may provide a copy to the Producing  
24 Party for review immediately prior to its intended use at deposition, court hearing  
25 or trial so that the Producing Party can review the image. If the Producing Party  
26 objects to its use, the party seeking to use the image may not use the image until the  
27 dispute is resolved between the parties or by the Court.

28 (d) Depositions and Testimony. For testimony given in deposition,

1 the Producing Party shall identify on the record, before the close of the deposition,  
2 all protected testimony and specify that the information is “CONFIDENTIAL”  
3 pursuant to this Protective Order. When it is impractical to identify separately each  
4 portion of testimony that is entitled to protection and it appears that substantial  
5 portions of the testimony may qualify for protection, the Producing Party may  
6 invoke on the record (before the deposition is concluded) a right to have up to 21  
7 days to identify the specific portions of the testimony as to which protection is  
8 sought. Only those portions of the testimony that are appropriately designated for  
9 protection within the 21 days shall be covered by the provisions of this Protective  
10 Order. Alternatively, a Producing Party may specify, at the deposition or up to 21  
11 days afterwards if that period is properly invoked, that the entire transcript shall be  
12 treated as “CONFIDENTIAL.”

13 **8. DISCOVERY MATERIAL DESIGNATED “CONFIDENTIAL”**

14 (a) A Producing Party may designate Discovery Material as  
15 “CONFIDENTIAL” if it contains or reflects confidential, proprietary, and/or  
16 commercially sensitive information, including (but not limited to) trade secrets,  
17 pricing information, financial data, sales information, sales or marketing forecasts  
18 or plans, business plans, sales or marketing strategy, product development  
19 information, product formulation information, product testing information,  
20 employee information, and other non-public information of similar competitive and  
21 business sensitivity.

22 (b) Unless otherwise ordered by the Court, Discovery Material  
23 designated as “CONFIDENTIAL” may be disclosed only to the following:

24 (i) The Receiving Party’s Outside Counsel, and such Outside  
25 Counsel’s immediate paralegals and staff, and any copying or clerical litigation  
26 support services working at the direction of such counsel, paralegals, and staff;

27 (ii) If the Receiving Party is Millennium, representatives of  
28 the Receiving Party who are officers or employees of the Receiving Party, who may



1 be (but need not be) in-house counsel for the Receiving Party, as well as their  
2 immediate paralegals and staff, to whom disclosure is reasonably necessary for this  
3 case;

4 (iii) If the Receiving Party is a named plaintiff (Jonathan  
5 Retta, Kirsten Schofield, or Jessica Manire), provided that he or she has agreed to  
6 be bound by the provisions of the Protective Order by signing a copy of Exhibit A;  
7 should additional pleadings naming additional individuals as named plaintiffs be  
8 filed, Discovery Material may be disclosed to such individually named plaintiffs  
9 provided that they have agreed to be bound by the provisions of the Protective  
10 Order by signing a copy of Exhibit A;

11 (iv) Any outside expert or consultant retained by the  
12 Receiving Party to assist in this action, provided that disclosure is only to the extent  
13 necessary to perform such work; and provided that: (a) such expert or consultant  
14 has agreed to be bound by the provisions of the Protective Order by signing a copy  
15 of Exhibit A; (b) such expert or consultant is not a current officer, director, or  
16 employee of a competitor of Millennium, nor anticipated at the time of retention to  
17 become an officer, director, or employee of a competitor of Millennium; (c) such  
18 expert or consultant is not involved in competitive decision-making, as defined by  
19 *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on behalf of  
20 any competitor of Millennium; and (d) such expert or consultant accesses the  
21 materials in the United States only, and does not transport them to or access them  
22 from any foreign (i.e., outside the United States) jurisdiction (unless such material  
23 originated from or are produced from any such foreign jurisdiction; moreover, the  
24 Parties agree to meet and confer over potential alterations to this Protective Order  
25 as reasonably necessary to enable the parties to take testimony on technical matters  
26 in a foreign jurisdiction);;

27 (v) Any person indicated on the face of the document as  
28 having written or received such document during the course of his or her



1 employment or consultancy, or a custodian or other person who otherwise  
2 possessed the information during the course of his or her employment or  
3 consultancy, or a custodian or other person whose role or responsibilities in their  
4 employment or consultancy required access to the documents or information at  
5 issue;

6 (vi) During their depositions, witnesses in the action to whom  
7 disclosure is reasonably necessary, provided that: (a) the Receiving Party provides  
8 notice to the Producing Party and a reasonable opportunity (including, where  
9 appropriate, at the deposition itself) to object to such disclosure; and (b) such  
10 deponent has agreed to be bound by the provisions of the Protective Order by  
11 signing a copy of Exhibit A; however, if the Producing Party is Millennium, then  
12 the documents may be shown to current Millennium employees, and the parties  
13 reserve the right to seek changes to these procedures in the future;

14 (vii) Court reporters, stenographers and videographers retained  
15 to record testimony taken in this action;

16 (viii) The Court, jury, and court personnel;

17 (ix) Graphics, translation, design, and/or trial consulting  
18 personnel (as drafted, "trial consulting personnel" does not presently include mock  
19 trial jurors; however, the Parties recognize the need to eventually conduct mock  
20 trial exercises and agree to meet and confer regarding procedures for disclosure of  
21 confidential information to mock trial jurors), having first agreed to be bound by  
22 the provisions of the Protective Order by signing a copy of Exhibit A;

23 (x) Any mediator who is assigned to hear this matter, and his  
24 or her staff, subject to their agreement to maintain confidentiality to the same  
25 degree as required by this Protective Order; and

26 (xi) Any other person with the prior written consent of the  
27 Producing Party.  
28

1           **9.     CHALLENGING DESIGNATIONS OF PROTECTED**  
2           **MATERIAL**

3           (a)    A Party shall not be obligated to challenge the propriety of any  
4 designation of Discovery Material under this Order at the time the designation is  
5 made, and a failure to do so shall not preclude a subsequent challenge thereto.

6           (b)    Any challenge to a designation of Discovery Material under this  
7 Order shall be written, shall be served on outside counsel for the Producing Party,  
8 shall particularly identify the documents or information that the Receiving Party  
9 contends should be differently designated, and shall state the grounds for the  
10 objection. Thereafter, further protection of such material shall be resolved in  
11 accordance with the following procedures:

12           (i)    The objecting Party shall have the burden of conferring  
13 either in person, in writing, or by telephone with the Producing Party claiming  
14 protection (as well as any other interested party) in a good faith effort to resolve the  
15 dispute. The Producing Party shall have the burden of justifying the disputed  
16 designation;

17           (ii)   Failing agreement, the Receiving Party may bring a  
18 motion to the Court for a ruling that the Discovery Material in question is not  
19 entitled to the status and protection of the Producing Party's designation. The  
20 Parties' entry into this Order shall not preclude or prejudice either Party from  
21 arguing for or against any designation, establish any presumption that a particular  
22 designation is valid, or alter the burden of proof that would otherwise apply in a  
23 dispute over discovery or disclosure of information;

24           (iii)   Notwithstanding any challenge to a designation, the  
25 Discovery Material in question shall continue to be treated as designated under this  
26 Order until one of the following occurs: (a) the Party who designated the Discovery  
27 Material in question withdraws such designation in writing; or (b) the Court rules  
28 that the Discovery Material in question is not entitled to the designation.

1           **10.    SUBPOENAS OR COURT ORDERS**

2           (a)    If at any time Protected Material is subpoenaed by any court,  
3   arbitral, administrative, or legislative body, the Party to whom the subpoena or  
4   other request is directed shall immediately give prompt written notice thereof to  
5   every Party who has produced such Discovery Material (through its counsel) and  
6   shall provide each such Party with an opportunity to move for a protective order  
7   regarding the production of Protected Materials implicated by the subpoena.

8           **11.    FILING PROTECTED MATERIAL**

9           (a)    Absent written permission from the Producing Party or a court  
10   Order secured after appropriate notice to all interested persons, a Receiving Party  
11   may not file or disclose in the public record any Protected Material.

12          (b)    Any Party is authorized under Local Rule 79-5 to file under seal  
13   with the Court any brief, document or materials that are designated as Protected  
14   Material under this Order.

15          **12.    INADVERTENT DISCLOSURE OF PRIVILEGED MATERIAL**

16          (a)    The inadvertent production by a Party of Discovery Material  
17   subject to the attorney-client privilege, work-product protection, or any other  
18   applicable privilege or protection, despite the Producing Party's reasonable efforts  
19   to prescreen such Discovery Material prior to production, will not waive the  
20   applicable privilege and/or protection if a request for return of such inadvertently  
21   produced Discovery Material is made promptly after the Producing Party learns of  
22   its inadvertent production.

23          (b)    Upon a request from any Producing Party who has inadvertently  
24   produced Discovery Material that it believes is privileged and/or protected, each  
25   Receiving Party shall immediately return such Protected Material or Discovery  
26   Material and all copies to the Producing Party, except for any pages containing  
27   privileged markings by the Receiving Party which shall instead be destroyed and  
28   certified as such by the Receiving Party to the Producing Party.

1 (c) Nothing herein shall prevent the Receiving Party from preparing  
2 a record for its own use containing the date, author, addresses, and topic of the  
3 inadvertently produced Discovery Material and such other information as is  
4 reasonably necessary to identify the Discovery Material and describe its nature to  
5 the Court in any motion to compel production of the Discovery Material.

6 **13. INADVERTENT FAILURE TO DESIGNATE PROPERLY**

7 (a) The inadvertent failure by a Producing Party to designate  
8 Discovery Material as “CONFIDENTIAL” as provided for under this Order shall  
9 not waive any such designation provided that the Producing Party notifies all  
10 Receiving Parties that such Discovery Material is protected under this Order within  
11 fourteen (14) days of the Producing Party learning of the inadvertent failure to  
12 designate. The Producing Party shall reproduce the Protected Material with the  
13 confidentiality designation within seven (7) days upon its notification to the  
14 Receiving Parties. Upon receiving the Protected Material with the confidentiality  
15 designation, the Receiving Parties shall return or securely destroy, at the Producing  
16 Party’s option, all Discovery Material that was not designated properly.

17 (b) A Receiving Party shall not be in breach of this Order for any  
18 use of such Discovery Material before the Receiving Party receives such notice that  
19 such Discovery Material is protected under this Order, unless an objectively  
20 reasonable person would have realized that the Discovery Material should have  
21 been appropriately designated with a confidentiality designation under this Order.  
22 Once a Receiving Party has received notification of the confidentiality designation  
23 for the Protected Material, the Receiving Party shall treat such Discovery Material  
24 as “CONFIDENTIAL” pursuant to the terms of this Order.

25 **14. INADVERTENT OR UNAUTHORIZED DISCLOSURE**

26 (a) In the event of a disclosure of any Discovery Material pursuant  
27 to this Order to any person or persons not authorized to receive such disclosure  
28 under this Protective Order, the Party responsible for having made such disclosure,

1 and each Party with knowledge thereof, shall immediately notify counsel for the  
2 Producing Party whose Discovery Material has been disclosed and provide to such  
3 counsel all known relevant information concerning the nature and circumstances of  
4 the disclosure. The responsible disclosing Party shall also promptly take all  
5 reasonable measures to retrieve the improperly disclosed Discovery Material and to  
6 ensure that no further or greater unauthorized disclosure and/or use thereof is made

7 (b) Unauthorized or inadvertent disclosure does not change the  
8 status of Discovery Material or waive the right to hold the disclosed document or  
9 information as Protected.

#### 10 **15. FINAL DISPOSITION**

11 (a) Not later than ninety (90) days after the Final Disposition of this  
12 case, each Party shall return all Discovery Material of a Producing Party to the  
13 respective outside counsel of the Producing Party or destroy such Material, at the  
14 option of the Producing Party. For purposes of this Order, "Final Disposition"  
15 occurs after an order, mandate, or dismissal finally terminating the above-captioned  
16 action with prejudice, including all appeals.

17 (b) All Parties that have received any such Discovery Material shall  
18 certify in writing that all such materials have been returned to the respective outside  
19 counsel of the Producing Party or destroyed.

20 (c) Notwithstanding the provisions for return of Discovery Material,  
21 outside counsel may retain one set of pleadings and filings (including exhibits),  
22 correspondence, attorney work product, consultant work product, and expert work  
23 product (but not document productions) for archival purposes, but must not retain  
24 source code (which, if source code becomes relevant in this action, will be the  
25 subject of a further or amended protective order prior to the production of any  
26 source code).

#### 27 **16. DISCOVERY FROM EXPERTS OR CONSULTANTS**

28 (a) Draft reports and notes or outlines for draft reports developed

1 and drafted by a testifying expert (i.e. any person required to submit a report under  
 2 Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure) and/or his or her staff,  
 3 shall be considered and treated as “drafts of any report or disclosure required under  
 4 Rule 26(a)(2)” under Rule 26(b)(4)(B).

5 (b) Discovery of materials provided to testifying experts shall be  
 6 limited to those (1) facts or data considered by the testifying expert in forming his  
 7 or her final report, trial, or deposition testimony or any opinion in this case, and  
 8 (2) assumptions that the party’s attorney provided and that the expert relied on in  
 9 forming the opinions to be expressed. No discovery can be taken from any non-  
 10 testifying expert except (1) as provided by Rule 26(b)(4)(D), and (2) to the extent  
 11 that such non-testifying expert has provided information, opinions, or other  
 12 materials to a testifying expert that were relied on by that testifying expert in  
 13 forming his or her final report(s), trial, and/or deposition testimony or any opinion  
 14 in this case.

15 (c) Materials, communications, and other information exempt from  
 16 discovery under the foregoing Paragraphs 17(a)–(c) shall be treated as attorney-  
 17 work product for the purposes of this litigation and Order.

## 18 **17. MISCELLANEOUS**

19 (a) Right to Further Relief. Nothing in this Order abridges the right  
 20 of any person to seek its modification by the Court in the future. By stipulating to  
 21 this Order, the Parties do not waive the right to argue that certain material may  
 22 require additional or different confidentiality protections than those set forth herein.

23 (b) Termination of Matter and Retention of Jurisdiction. The  
 24 Parties agree that the terms of this Protective Order shall survive and remain in  
 25 effect after the Final Determination of the above-captioned matter. The Court shall  
 26 retain jurisdiction after Final Determination of this matter to hear and resolve any  
 27 disputes arising out of this Protective Order.

28 (c) Successors. This Order shall be binding upon the Parties hereto,

1 their attorneys, and their successors, executors, personal representatives,  
2 administrators, heirs, legal representatives, assigns, subsidiaries, divisions,  
3 employees, agents, retained consultants and experts, and any persons or  
4 organizations over which they have direct control.

5 (d) Right to Assert Other Objections. By stipulating to the entry of  
6 this Protective Order, no Party waives any right it otherwise would have to object to  
7 disclosing or producing any information or item. Similarly, no Party waives any  
8 right to object on any ground to use in evidence of any of the material covered by  
9 this Protective Order. This Order shall not constitute a waiver of the right of any  
10 Party to claim in this action or otherwise that any Discovery Material, or any  
11 portion thereof, is privileged or otherwise non-discoverable, or is not admissible in  
12 evidence in this action or any other proceeding.

13 (e) Burdens of Proof. Notwithstanding anything to the contrary  
14 above, nothing in this Protective Order shall be construed to change the burdens of  
15 proof or legal standards applicable in disputes regarding whether particular  
16 Discovery Material is confidential, whether disclosure should be restricted, and if  
17 so, what restrictions should apply.

18 (f) Modification by Court. This Order is subject to further court  
19 order based upon public policy or other considerations, and the Court may modify  
20 this Order *sua sponte* in the interests of justice. The United States District Court for  
21 Central California is responsible for the interpretation and enforcement of this  
22 Order. All disputes concerning Protected Material, however designated, produced  
23 under the protection of this Order shall be resolved by the United States District  
24 Court for Central California.

25 (g) Discovery Rules Remain Unchanged. Except as expressly  
26 provided for herein, nothing in this Protective Order shall alter or change in any  
27 way the discovery provisions of the Federal Rules of Civil Procedure, the Local  
28 Rules for the United States District Court for Central California or the Court's own



1 orders. Identification of any individual pursuant to this Protective Order does not  
2 make that individual available for deposition or any other form of discovery outside  
3 of the restrictions and procedures of the Federal Rules of Civil Procedure, the Local  
4 Rules for the United States District Court for Central California, or the Court's own  
5 orders.

6  
7 Dated: December 9, 2015

O'MELVENY & MYERS LLP

8  
9 By: /s/ Scott M. Voelz  
10 Scott M. Voelz  
11 Attorneys for Defendant  
Millennium Products, Inc.

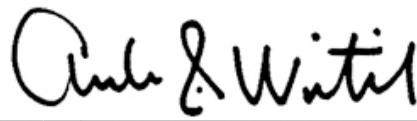
12 Dated: December 9, 2015

BURSOR & FISHER, P.A.

13  
14  
15 By: /s/ Timothy L. Fisher  
16 Timothy L. Fisher  
17 Attorneys for Plaintiffs  
Jonathan Retta, Kirsten Schofield,  
and Jessica Manire

18  
19 **IT IS SO ORDERED.**

20  
21 Dated: \_12/10\_, 2015

22   
Honorable Andrew J. Wistrich  
United States Magistrate Judge

**EXHIBIT A**

I, \_\_\_\_\_, hereby acknowledge and declare that I have received a copy of the Stipulated Protective Order (“Order”) entered in *Retta et al. v. Millennium Products, Inc.*, United States District Court, Central District of California, Civil Action No. 2:15-CV-01801-PSG-AJW.

Having read and understood the terms of the Order, I agree to be bound by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Order.

Name of individual: \_\_\_\_\_

Present occupation/job description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of Company or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Signature]